

Defendants' Names and Addresses:

AVROM R. VANN, P.C.
420 LEXINGTON AVENUE, SUITE 2806
NEW YORK, NEW YORK 10170-0002

AHRON MORDECHI GLAUBER
a/k/a AHRON MORDEHAI FRIEDMAN
1558 49th Street
Brooklyn NY 11219

MIRIAM GLAUBER
1452 57TH Street
Brooklyn, NY 11219

YONAH GLAUBER
1654 50TH Street
Brooklyn NY 11204

G&G QUALITY CLOTHING INC.
500 Flushing Avenue,
Brooklyn, New York 11205

FILLMORE CT INC.
1230 51st Street,
Brooklyn, NY 11219

J.T. Ruhaipari Vámszabadterületi Korlátolt Felelősséggű Társaság,
500 Flushing Avenue,
Brooklyn, New York 11205

IRVING STRAUSS
298 Hooper St
Brooklyn, NY 11219

ELUZER HORVITZ
1561 39th Street
Brooklyn NY 11218.

SHULEM HOROWITZ
1558 49th Street
Brooklyn NY 11219

ISRAEL APPEL a/k/a SIMCHA APPEL
1640 40 th Street,
Brooklyn, NY 11218

SHIMON DAVID DAVIDOVIZ,
10 Kdushas Yom Tov
Bnei Brak ISRAEL

FRIDA DAVIDOVIZ,
10 Kdushas Yom Tov
Bnei Brak ISRAEL

NUCHEM WELTZ,
1230 51st Street,
Brooklyn, NY 11219

ZERACH GLUCK
1531 46 st street
Brooklyn, NY 11219

PLEASE TAKE NOTICE,

that the nature of this action against the Defendants: Is to recover damages resulting from the Defendants' breaches of contract, breaches of fiduciary duty, fraud, fraud in the inducement, Tortious Interference With Contract, intentional interference with contractual relations, Unjust Enrichment violations of the New York General Business Law §§349-350, negligence, and gross negligence, This action arises out of a fraudulent scheme perpetrated, by the defendants include, without limitation, the following: pursuant to the Racketeering Influenced Corrupt Organizations Act, 18 U.S.C. § 1961, et seq (RICO); violating of 18 U.S. Code § 1951 -2 Hobbs Act Extortion, By Force, Violence, Or Fear; Money Laundering; IRS Fraud; Bank Fraud; Customs fraud; Mail Fraud Under 18 U.S.C. § 1341; Wire Fraud Under 18 U.S.C. § 1343; 18 U.S. Code § 2315; 18 U.S. Code § 2315

Defendant SHIMON DAVID DAVIDOVIZ (D.O.B. 9/18/1983 Israeli SSI 38775268) is one of the masterminds of the racketeering enterprise which is the subject of this action("Enterprise"). SHIMON DAVID DAVIDOVIZ is lying to the United State immigration border with his Tourist Visa about his activities in United State. At all relevant times, he was and continues to be an officer, and controlling person of the corporate Defendants, At all relevant

times, he received and continues to receive income directly and/or indirectly from the racketeering Enterprise .

Some key features of the fraud scheme, including without limitation are as follows

SHIMON DAVID DAVIDOVIZ, has induced to and continues to induce to donate to Charitable organization including without limitation (“KEREN CHSANIM”) under the pretense that their contributions would be used for charity purpose , and that the Defendant misappropriated the funds instead through a number of schemes, As SHIMON DAVID DAVIDOVIZ , with G&G Defendant used those funds for their personal gain, and that they operated a criminal enterprise engaging in Immigration Fraud Money Laundering; IRS Fraud; Bank Fraud; Customs fraud; Mail Fraud Under 18 U.S.C. § 1341; Wire Fraud Under 18 U.S.C. § 1343; 18 U.S. Code § 2315; 18 U.S. Code § 2315. along with the rest of the Defendants in this action to make a profit of over Charitable organization

Defendant AVROM R. VANN,P.C. AVROM VANN is an ATTORNEY-AT-LAW with offices in multiple locations, including 1211 AVENUE OF THE AMERICAS-40TH FLOOR NEW YORK, NEW YORK 10036-8718 At all relevant times, his offices were, and continue to be, part of the Defendants’ offices, for the use of which offices he does not pay any rent. At all relevant times, he conducted, and continues to conduct, all of the litigation in the New York Supreme Court on behalf of the G&G and the Enterprise.

He has, and continues to have, “all encompassing” access to G&G QUALITY CLOTHING INC., FILLMORE CT INC., J.T. Ruhaipari Vámszabadterületi Korlátolt Felelősségi Társaság, and the Enterprise’s databases at all times. He used, and continues to use, Defendants’ computer system, as his own litigation management tool. He is fully integrated with and a willful, active participant in the Enterprise. Whenever Defendant G&G is made a party in a lawsuit involving the Enterprise or its business practices,

A BRIEF HISTORY OF THE CASE

1. This action arises out of the longstanding relationship between G&G, the predominant manufacturer and seller of Chassidic garments, and Daskal Hamerkaz L’Halbasha Americait (“Hamerkaz”), an Israeli company that has been G&G’s partner and exclusive retailer in Israel for more than a quarter of a century.

2. A few years ago, G&G implemented a complex fraud scheme to put Hamerkaz out of business in Israel so that G&G could take over the retail market there.

3. Some key features of the fraud scheme, including without limitation are as follows, Defendant's Aron Glauber, the principal of G & G Quality Clothing Inc and Avrom R. Vann his lawyer /board director in G&G Quality Clothing Inc., and also his lawyer/board director in J.T. Ruhaipari Vámszabadterületi Korlátolt Felelősségű Társaság, and upon information and belief Avrom R. Vann, is a partner in the business G&G; both perpetrated a brazen swindle which fraudulently obtained **\$748,640.70** from Chaim Stern (hereinafter "Stern") as a result of their fraudulent representations and concealments and manipulations upon ("Hamerkaz"), and upon Chaim Stern in connection with the execution of the Guaranty See (Stern Aff) in the action commenced by G&G Quality Clothing, Inc. entitled G&G Quality Clothing, Inc. - v. - Chaim Stern, in the Supreme Court for the State of New York County of Queens, bearing Index No. 704751/2017, annexed hereto as **Exhibit "A"** is a true and correct copy of the affidavit of Chaim Stern "Stern" which, states in part : (at ¶14)

(" ... As I later found out, Hamerkaz did not owe any of the sums which G&G represented to me, and that G&G never presented, nor demanded payment from Hamerkaz, during the times when they asked me for those payments. I also found out later that G&G did not credit, or even inform Hamerkaz of, the payments I made.")

4. As a result, of this brazen swindle Stern remitted four payments totaling \$748,640.70.

5. Once again Defendants successfully perpetrated Additional brazen swindle that on 8/29/2013 the CONG. KOLLEL TZEMACH TZADAK paid **\$81,588.00** to G&G for goods which were never delivered, that it was obliged to deliver in terms of the contract, but G&G never delivered the goods and never refunded their money, as the result of Defendant's Aron Glauber, the principal of G & G., and his lawyer Avrom R. Vann, P.C. fraudulent representations, concealments, manipulations and Embezzlement upon CONG. KOLLEL TZEMACH TZADAK and "Stern".

6. Once again Defendants successfully perpetrated Additional brazen swindle that on 9/2/2013 the CONG. TZEMACH TZADIK paid **\$95,353.00** to G&G for goods which were never delivered, that it was obliged to deliver in terms of the contract, He never delivered the goods and never refunded their money, as the result of Defendant's Aron Glauber, the principal of G & G

Quality Clothing Inc. and his lawyer/board director Avrom R. Vann, P.C. fraudulent representations, concealments, manipulations and Embezzlement on CONG. TZEMACH TZADIK and "Stern".

7. Once again Defendants successfully perpetrated Additional brazen swindle that on 10/7/2013 the CONG. AM KOL CHAI paid **\$65,761.00** to G&G for goods which were never delivered, that it was obliged to deliver in terms of the contract, He never delivered the goods and never refunded their money, as the result of Defendant's Aron Glauber, the principal of G&G Quality Clothing Inc. and his lawyer/board director Avrom R. Vann, P.C. fraudulent representations, concealments, manipulations and Embezzlement on CONG. AM KOL CHAI and "Stern".

Should the Defendants fail to appear herein, judgment will be entered by default against the Defendants for the sum of no less than \$10 million together with interest thereon, plus the costs and disbursements of this action.

VENUE:

Plaintiff designates New York County as the place of trial. Venue is proper pursuant to

CPLR § 503(a)

VERIFICATION

STATE OF NEW YORK

COUNTY OF NEW YORK ss:

AHRON BERLIN, being duly affirmed, deposes and says:

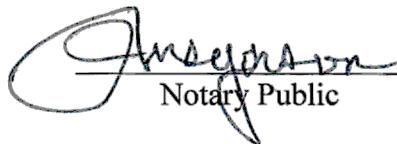
I am the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true.



AHRON BERLIN

Sworn to before me this

25th day of February, 2019



Notary Public

JAY MEYERSON
Notary Public, State of New York
Qualified in Nassau County
No. 01ME6104427
Term Expires Jan. 20, 20²⁰